

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

ADDENDUM NO. 1  
TO  
CONTRACT (C2008-231)  
FOR  
LOCAL STREET RENOVATION 2008  
  
PROJECT NO. 5400743

This Addendum No. 1 (“Addendum”) is made and entered into on the 10th day of December, 2009, by and between the City of Tempe, an Arizona municipal corporation (“City”), and Southwest Slurry Seal, Inc., an Arizona corporation (“Contractor”).

R E C I T A L S:

- A. The parties hereto entered into that Contract for Local Street Renovation 2008 on or about December 19, 2008, defining certain rights and obligations of the parties for application of slurry seal on local streets.
- B. The parties desire to further define their respective rights and obligations with respect to the Contract price, period of service, specially designated nationals and blocked persons list, employment laws, and equal opportunity.
- C. The parties intend that the following sections shall be integrated into the Contract in place of the former similarly identified section, if any, and that this Addendum No. 1 be given the full force and effect of law as the Contract.

Now therefore, in consideration of the mutual promises and covenants as more particularly set forth below, the parties do hereby amend the Contract to read as follows:

1. Contract Price. For services described herein, the method of payment shall

be payment by installments based on the unit prices established in Exhibit A attached hereto and incorporated herein by this reference. The original Contract amount not to exceed \$2,054,367.47 plus the Change Order No. 1 amount of \$69,400.00, shall be increased by \$1,631,775.47, which shall constitute payment in full for all labor, equipment, materials and supplies needed to perform these services.

Cost Analysis:

Initial Contract Amount	\$2,054,367.47
Previous Change Orders	\$69,400.00
Previous Addenda	\$0.00
Addendum No. 1	\$1,631,775.47
<b>NEW CONTRACT AMOUNT</b>	<b>\$3,755,542.94</b>

2. Period of Service. The term of the Contract shall be extended for twelve (12) months. The Contractor shall proceed with the work immediately upon execution of this Addendum and all services shall be completed by December 19, 2010.

3. Specially Designated Nationals and Blocked Persons List. Contractor represents and warrants to City that neither Contractor nor any affiliate or representative of Contractor (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Contractor certifies that it does not have a scrutinized business operation in either Iran or Sudan.

4.     Employment Laws. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Arizona Fair and Legal Employment Act, and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5.     Equal Opportunity. City is an equal opportunity, affirmative action employer. Contractor hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Contractor covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity.

6.     Contractor further agrees to include the provisions of these Sections 3, 4 and 5, in

any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

7. All other provisions of the original Contract where not inconsistent with this Addendum shall remain binding on the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF TEMPE, ARIZONA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Public Works Manager

ATTEST:

Recommended By:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Contractor warrants that the person who is signing this Addendum on behalf of Contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Addendum.**

CONTRACTOR  
Southwest Slurry Seal, Inc.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist